**ANNEXURE – VI**
**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No .....
Date .....

TO

Dear Sirs,

In consideration of the Bangalore Electricity supply Company Limited, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s.....with its Registered/Head Office at .....(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%).....percent) of the said value of the Contract to the Owner.

We ..... (Name & Address) having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to .....**..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee

during its currency without previous consent of the Owner and further agrees that the Guarantee herein contained shall continue to be enforceable till the Owner discharges this Guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....25.....at .....

We, the---------- Bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the Chief General Manager(Operations) BESCOM in writing.

Notwithstanding anything contained herein:

I. Our liability under this Bank Guarantee shall not exceed 33 months from the date of DWA

II. This Bank Guarantee shall be valid only upto 33 months and

III. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand within six months from the date of the expiry of the validity from Chief General Manager (Operations), BESCOM K.R. Circle, Bangalore.

This Guarantee must be returned to the Bank once the purpose of the issuance has been fulfilled or upon its expiry whichever is earlier.

WITNESS:

| | |
|---|---|
| ..... | ..... |
| (Signature) | (Signature) |
| ..... | ..... |
| (Name) | (Name) |
| ..... | ..... |
| (Official Address) | (Designation with Bank Stamp) |

Attorney as per Power of
Attorney No .....
Date .....

NOTE:
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1. The stamp papers of appropriate values shall be purchased in the name of issuing Bank.